

**AMENDMENT TO RECOGNIZE ASSET TRANSFER AGREEMENT
AND TRANSITION**

The Secretary of the Department of Social and Rehabilitation Services of the State of Kansas hereinafter referred to as SRS and JPMorgan Chase, hereinafter referred to as JPM, have previously entered into an agreement whereby JPM will conduct payment processing for SRS. JPM has entered into an Asset Transfer Agreement such that the payment processing agreement is transferred to YoungWilliams, P.C. ("YoungWilliams") on September 30, 2010.

This amendment is made this 29th day of September, 2010, by SRS, Young/Williams and JPM to acknowledge the Asset Transfer Agreement between JPM and YoungWilliams, and to ensure the parties are aware and agree that all the contract terms, requirements, responsibilities and liabilities are being transferred to YoungWilliams. That YoungWilliams agrees to be bound to, and provide services as required by, the RFP (#09611), the bid by JPM and subsequent amendments and addendums thereto.

WHEREAS, SRS wishes to obtain professional services entailing operation of the Kansas Payment Center pursuant to RFP; and

WHEREAS, JPM has entered into and executed Asset Transfer Agreement with YoungWilliams and YoungWilliams is a recognized vendor of these services and desires to provide them to SRS; and

WHEREAS, a Request for Proposal was issued pursuant to K.S.A. 75-37, 102 for acquisition of these services; and

WHEREAS, a Procurement Negotiating Committee (hereinafter referred to as Committee) conducted negotiations and determined the best interests of the State of Kansas will be served by awarding a contract to JPM now to be transferred to YoungWilliams to provide these services;

THEREFORE, in consideration of the mutual agreements contained below, SRS and YoungWilliams (now referred to as Contractor) contract as follows:

CONTRACT DOCUMENTS

The contract between SRS and Contractor consists of the following in order of controlling language:

- 1) Form DA-146a, attached to the RFP;
- 2) written modifications to the executed contract;
- 3) this agreement signed by the parties;
- 4) the RFP, including any addenda and amendments thereto;
- 5) JPM's written proposal submitted in response to the RFP as finalized; and amendments, clarifications to the proposal; and best and final offer.

Each of the above documents is incorporated by reference herein.

TERMS

1) The term of operation of this contract began on the 1st day of July, 2007, and will end on the 30th day of June, 2011. If deemed to be in the best interest of the State and accepted by the Contractor, the contract term ending 30th day of June, 2011, may be extended for two, three-year additional option periods, as set forth in the RFP. (July 1, 2011 through June 31, 2014; and July 1, 2014 through June 31, 2017).

2) The Contractor agrees that any objection, clause or statement contained in the Contractor's proposal or in the best and final offer submitted in response to the RFP which is contrary to or modifies the terms of the RFP is withdrawn and that the terms as set forth in the RFP are accepted as controlling.

3) The Contractor has offered and SRS has accepted the best and final offer of the Contractor with the specific provision that SRS accepts the original fee schedule for debit card holders as set out on page 19 and 20 of the best and final offer, which allows one free withdrawal per deposit, and not the fee schedule associated with two free withdrawals.

PAYMENT

Payment shall be in accordance with terms as set out in the RFP as a flat rate per year (to be paid on a monthly basis) as follows:

Base contract:

Year 1:\$	4,995,029	completed
Year 2:	4,794,659	completed
Year 3:	4,699,393	completed
Year 4:	4,605,994	(year to be pro-rated between JPM and YoungWilliams as of September 30, 2010)

Option Period #1:

Year 5:	4,970,722
Year 6:	5,241,074
Year 7:	4,957,178

Option Period #2:

Year 8:	4,882,463
Year 9:	4,758,777
Year 10:	4,669,786

Total 10 year contract: \$48,575,075

CAPTIONS

The descriptive headings of this agreement are for convenience only and shall not be deemed to affect the meaning of any provision.

MODIFICATIONS

This agreement may only be modified by the mutual written agreement of the parties with the approval of the Committee.